



Intergovernmental Agreement

Between

Office of Vermont Health Access

and

The Vermont Department of Health

For the Administration and Operation of the

*Global Commitment to Health Waiver
(Demonstration Program)*

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ARTICLE ONE:

GENERAL PROVISIONS

1.1 Purpose

The purpose of this Inter-Governmental Agreement (IGA) is to specify the responsibilities of the Office of Vermont Health Access (OVHA) and the State of Vermont Department of Health (VDH) (hereafter referred to as the Department) subcontracting with OVHA for those benefits the Department provides under the *Global Commitment to Health* United States Department of Health and Human Services (DHHS), Centers for Medicare and Medicaid Services (CMS) approved Section 1115 Demonstration Waiver.

The Global Commitment to Health is a five year comprehensive 1115 federal Medicaid demonstration waiver. The goals of the Global Commitment to Health waiver are to: 1) provide the state with financial and programmatic flexibility to help Vermont maintain its broad public health care coverage and provide more effective services; 2) continue to lead the nation in exploring new ways to reduce the number of uninsured citizens; and 3) foster innovation in health care by focusing on health care outcomes.

The OVHA will serve as the Public Managed Care Organization (Public MCO) for all enrollees under the *Global Commitment to Health Waiver*. OVHA's requirements as an MCO are contained in the Agency of Human Services (AHS) – OVHA Intergovernmental Agreement Global Commitment to Health Waiver (AHS – OVHA IGA). References to this document appear below. This IGA can be accessed on the OVHA website at <http://www.ovha.state.vt.us/docs/2005-12-01-IGAfinalAgreement.pdf>. The AHS, as the Single State Agency, will provide oversight of the OVHA in that capacity. The departments will serve as subcontractors to the Public MCO. All signing departments and OVHA agree to work together cooperatively and collaboratively to ensure all relevant requirements of the AHS-OVHA IGA are met.

OVHA, as a Public MCO, can invest MCO savings in the following categories:

- Reduce the rate of uninsured and/or underinsured in Vermont;
- Increase the access of quality health care to uninsured, underinsured, and Medicaid beneficiaries;
- Provide public health approaches to improve the health outcomes and the quality of life for Medicaid-eligible individuals in Vermont; and
- Encourage the formation and maintenance of public-private partnerships in health care.

The responsibilities of the Department and OVHA outlined in this IGA do not apply to MCO Investment programs and services unless specified.

1.2 Agreement Review and Renewal

This IGA represents a comprehensive understanding of the Department's responsibilities as pertinent to the *Global Commitment to Health Waiver*. The IGA shall be effective on October 1, 2005, and shall be amended as necessary with the approval of both parties.

1.3 Compliance

This IGA meets the requirements of 45 Code of Federal Regulations (CFR) Part 74, and the OVHA meets the requirements of 42 CFR 434.6.

The OVHA and the Department must also meet the requirements of all applicable Federal and State laws and regulations including, but not limited to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act.

1.4 Prohibited Affiliations

The Department shall not knowingly have a relationship with either of the following:

- An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described above.

For purposes of this IGA, a relationship is defined as a director or officer of the Department or a person with an employment, consulting or other arrangement with the Department.

ARTICLE TWO: DEPARTMENT RESPONSIBILITIES

2.1 Administration and Management

The Department must have an executive management function with clear authority over all administrative functions and must maintain sufficient administrative staff and organizational components to comply with all program standards. Staffing must be sufficient to perform services in an appropriate and timely manner.

The Department shall designate a representative to act as liaison between the OVHA and the Department for the duration of this IGA. The representative shall be responsible for:

- Representing the Department on all matters pertaining to this IGA. Such a representative shall be authorized and empowered to represent the Department regarding all aspects of this IGA;
- Monitoring the Department's compliance with the terms of this IGA;
- Coordinating with other Global Commitment Subcontracting Departments;
- Receiving and responding to inquiries and requests made by AHS and/or OVHA ;
- Meeting with the OVHA representative on a periodic or as-needed basis to resolve issues which may arise;
- Coordinating requests from the OVHA to ensure that staff from the department with appropriate expertise in administration, operations, finance, management information systems, claims processing and payment, clinical service provision, quality management, utilization management, and network management is available to participate in the OVHA activities and respond to requests by the OVHA which may include, but not be limited to, requests to participate in training programs designated by the OVHA, requests to coordinate fraud and abuse activities with the OVHA, and requests to meet with other State of Vermont agency representatives or other parties;
- Making best efforts to resolve any issues identified either by the OVHA or the department that may arise in connection with this IGA; and
- OVHA will work collaboratively with the Department regarding any changes in business practice.

2.1.1 Management Information System

The OVHA, with assistance from Departments, shall maintain a management information system that collects, analyzes, integrates and reports data. The system must provide

information on areas including, but not limited to, service utilization, grievances, appeals, and disenrollments for reasons other than loss of Medicaid eligibility.

OVHA shall maintain claims history data for all *Global Commitment to Health Waiver* enrollees through contractual arrangements with its Fiscal Agent and its subcontracted Departments. Subcontracted Departments shall submit encounter reports for all services rendered to Global Commitment to Health Waiver enrollees when MMIS claims for such services are not service specific. Reporting shall be in accordance with the CMS Special Terms and Conditions of the 1115 Medicaid Waiver Demonstration. OVHA shall make such claims and encounter data available to AHS and CMS upon request.

The Department shall assign at least one staff person to be fully trained in the Business Objects software application, in order to enable the department to independently query the Medicaid Management Information System (MMIS) which is a collection of all Vermont Medicaid claims data, currently administered through a contract with Electronic Data Systems, Inc. (EDS.).

2.2 Eligibility and Enrollment

2.2.1 Eligible Population

The following populations are eligible for enrollment in the *Global Commitment to Health Waiver*:

- Individuals who are eligible for medical assistance in accordance with the State of Vermont Medicaid plan excluding those enrolled in the Vermont Long-Term Care (LTC) 1115 Waiver and the State Children's Health Insurance Program (SCHIP);
- Individuals who are eligible for medical assistance by virtue of the expansion of eligibility granted by CMS under the prior VHAP1115 Medicaid Waiver Demonstration;
- Adults who meet the State of Vermont's clinical criteria for the Designated Agency Community Rehabilitation and Treatment (CRT) Program and who initially meet Medicaid/Vermont Health Access Plan (VHAP) eligibility requirements but who subsequently exceed the earned income and/or resources requirements. Increases in income after enrollment in the program will be disregarded, as long as the individual continues to meet the clinical criteria for participation in the CRT Program. These individuals will remain eligible for all VHAP benefits, and will remain co-enrolled with the OVHA;
- Individuals who are eligible for the CRT Program for Medicaid and Medicare (dual eligibles) and who meet the CRT clinical criteria are eligible for enrollment in the CRT Program; and

- Individuals enrolled in the following programs:
 - Traumatic Brain Injury Program (TBI Home & Community Based Services Waiver)
 - Severe Emotional Disturbance Program (Childrens MI Home & Community Based Services Waiver)
 - Developmental Services Program (DS Home & Community Based Services Waiver)

2.2.2 Eligibility for the Global Commitment to Health Waiver

All individuals eligible for the State of Vermont's public insurance programs (Medicaid and VHAP), excluding those enrolled solely in the Vermont Long-Term Care (LTC) Waiver and the State Children's Health Insurance Program (SCHIP), will be enrolled in the *Global Commitment to Health Waiver* (GCH enrollee). Eligibility and enrollment are therefore synonymous for the purpose of this IGA.

When initial eligibility determination is delegated to the Department, the Department shall not discriminate, or use any policy or practice that has the effect of discriminating, against any individual's eligibility to enroll on the basis of race, color, religion, disability, sexual orientation or national origin. The Department and its providers will accept and serve all individuals enrolled in the Global Commitment to Health Waiver who meet the Departments programmatic/clinical eligibility requirements.

2.3 Enrollment & Disenrollment

The OVHA shall be responsible for enrolling, disenrolling, and educating individuals at the time of their enrollment into the *Global Commitment to Health Waiver*.

Any department shall notify the Department for Children and Families Economic Services Division when it becomes aware of circumstances that may result in loss of an individual's eligibility in Global Commitment to Health. Loss of eligibility may occur due to:

- Death;
- Movement out of the State of Vermont;
- Incarceration;
- No longer meeting the eligibility requirements for medical assistance under the departments program; and
- The enrollee's request to have his/her eligibility terminated and to be disenrolled from the program.

2.3.1 Prohibitions

The Department shall not request disenrollment of any individual except those who have lost eligibility as specified under Section 2.3. This prohibition specifically precludes disenrollment on the basis of an adverse change in the enrollee's health status, utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs, unless such disenrollment is concurrent with enrollment in an alternative program that better meets an individual's needs. Upon request, information on dis-enrollments shall be available to the OVHA and the AHS for audit purposes.

2.4 Languages other than English

The Department shall comply fully with the AHS policies for providing assistance to persons with Limited English Proficiency, including providing such assistance at medical delivery sites. The Department shall develop appropriate methods of communicating with its enrollees who do not speak English as a first language, as well as enrollees who are visually and hearing impaired, and accommodating enrollees with physical disabilities and different learning styles and capacities. Enrollee materials shall be made available in all prevalent non-English languages. A prevalent non-English language shall mean any language spoken as a first language by five percent or more of the total statewide *Global Commitment to Health Waiver* enrollment.

The Department shall make in-person or telephonic interpreter services available to any enrollee who requests them, regardless of the prevalence of the enrollee's language within the overall program. The AHS contracts with in-person and telephonic interpreter vendors, as well as written translation vendors on behalf of the OVHA and other departments under the AHS umbrella. The Department will use these vendors as necessary and will bear the cost of their services, as well as the costs associated with making American Sign Language (ASL) interpreters and Braille materials available to hearing- and vision-impaired enrollees.

2.5 Advance Directives

The Department shall coordinate with the OVHA in meeting the requirements of 42 Code of Federal Regulations (CFR) 489.100 – 489.102 and state statutes and regulations related to maintaining written policies and procedures respecting advance directives.

2.6 Satisfaction Surveys

To assist the OVHA with its requirements as an MCO and to assure coordination of efforts, the Department shall share with the OVHA the formats and results of any satisfaction surveys conducted by the department that include GCH enrollees. The Department may be asked to assist the MCO in satisfaction surveys in addition to those currently undertaken by the Department.

2.7 Network Development

2.7.1 Department Providers

Unless authorized by State or federal statute or regulation, the department shall be prohibited from discriminating with respect to the participation, reimbursement or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State of Vermont law, solely on the basis of that license or certification.

All contracts and subcontracts for services required by the *Global Commitment to Health Waiver* must be in writing and must provide that the AHS and the United States Department of Health and Human Services (DHHS) may:

- Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
- Inspect and audit any financial records of such contractor/subcontractor.

References to contracts and subcontracts in this document should be read to include and apply to grants and subgrants. Written contracts must specify the activities and reporting responsibilities of the contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the contractor's or subcontractor's performance is inadequate.

No subcontract terminates the responsibility of the Department to ensure that all activities under this IGA are carried out. If requested, the department agrees to make available to the OVHA, the AHS and the CMS all subcontracts between the Department and its providers.

2.7.2 Access to Services

The Department will assist the OVHA in meeting the requirements of AHS – OVHA IGA Section 2.6 wherever applicable to the programs and services under Global Commitment to Health.

2.7.3 Cultural Considerations

The Department shall participate in the AHS's efforts to promote the delivery of services in a culturally competent manner to all GCH enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

2.7.4 Choice of Health Professional

Pursuant to 42 CFR 438.6(m), GCH enrollees will have a choice of health professional within the Medicaid provider network or program-specific provider network to the extent possible and appropriate.

2.7.5 Alternative Treatment

The Department shall not prohibit, or otherwise restrict a health care professional acting within the lawful scope of practice, from the following actions:

- Advising or advocating on behalf of an enrollee who is his or her patient for the enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
- Providing information to the enrollee as necessary for the enrollee to decide among all relevant treatment options;
- Advising or advocating on behalf of the enrollee for the risks, benefits, and consequences of treatment or non-treatment;
- Advising or advocating on behalf of the enrollee for the enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions, unless under court order for such treatment.

2.7.6 Coordination of Services

The Department shall assist in the coordination of services provided through the network of Medicaid providers by requiring of its contracted providers that each GCH enrollee record at the point of service contain the name of his/her primary care provider.

2.8 Quality Management Plan

The Department shall develop and maintain an internal Quality Management/Quality Improvement (QM/QI) program relative to the programs and services under Global Commitment to Health. A description of the QM/QI program shall be provided to OVHA. The Department shall work with the MCO in the design and implementation of the QM/QI program to assure coordination of QM/QI mechanisms across all GCH enrollees. The Department's quality improvement strategies to improve health outcomes shall be consistent with the goals and objectives of the Vermont Blueprint for Health.

The Department shall work with the MCO and other subcontracted departments to encourage beneficiaries, when appropriate, to participate in Blueprint or other MCO clinical quality improvement activities.

2.9 Authorization of Services

The term "service authorization request" means a *Global Commitment to Health Waiver* enrollee's request for the provision of a service, or a request by the GCH enrollee's provider.

The Department shall maintain and follow written policies and procedures for processing requests for initial and continuing authorization of clinically appropriate, covered services as outlined in AHS – OVHA IGA Section 2.9.2.1. The policies and procedures must conform to all applicable Federal and State regulations, including specifically 42 CFR 438.210(b).

Notices must meet language and format requirements set forth in AHS – OVHA IGA, Section 2.3.3.

2.10 State of Vermont and Federal Reviews

The OVHA must make available to the State of Vermont and/or outside reviewers, on a periodic basis, medical and other records for review of quality of care and access issues.

The CMS also will designate an outside review agency to conduct an evaluation of the *Global Commitment to Health Waiver* and its progress toward achieving program goals. The Department must agree to make available to the CMS outside review agency medical and other records (subject to confidentiality constraints) for review as requested. This shall include the AHS External Quality Review Organization.

2.11 Grievances and Appeals

The Department shall follow existing Grievances and Appeals processes until the Agency of Human Services Proposed Beneficiary Grievance and Appeal Procedures rules are adopted.

2.12 Fraud and Abuse

The Department shall assist the OVHA as necessary in meeting requirements regarding fraud and abuse as detailed in AHS – OVHA IGA Section 2.13.

2.13 Confidentiality of Information

The Department shall meet the confidentiality requirements in AHS – OVHA IGA Section 2.14.2.

ARTICLE THREE: FINANCIAL PROVISIONS

3.1 Payments

All payments made from the Health Care Resources Fund to the Department shall be within the capitated payment amount available to the MCO.

Should the Health Care Resources Fund have excess funds following payment of all covered services for Global Commitment to Health enrollees; those excess funds may be used to invest in health initiatives. All MCO investments, made directly by the MCO or through subcontracted departments, must meet the criteria outlined in section 1.1 of this document and be approved.

3.2 Collections and Receipts

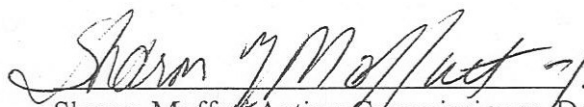
The Department shall ensure the timely collection and deposit of receipts to the credit of Health Care Resources Fund within the State accounting system.


3.3 Certified Matching Funds

The Global Commitment to Health budget includes state appropriated funds for match and certified local matching funds. The Department shall require written certification from the local organization that describes the purpose for which the funds are to be used and that those funds exist.

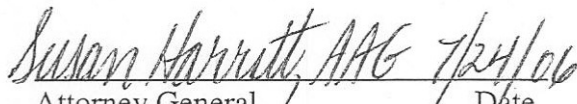
Signature Page

We the undersigned agree to the provisions of this intergovernmental agreement:


Sharon Moffatt, Acting Commissioner Date
State of Vermont
Department of Health


Joshua Slen, Director Date
State of Vermont
Office of Vermont Health Access

Approved as to form:


Susan Harrutt, AAG Date
Attorney General